

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0014	3. EFFECTIVE DATE 06/10/98	4. REQUISITION/PURCHASE REQ. NO. 0-8-10-U3-TR-A36	5. PROJECT NO. (If applicable)
6. ISSUED BY INTERNAL REVENUE SERVICE A/C (PROCUREMENT) M:P:I:CS 6009 Oxon Hill Road, 7th Floor Oxon Hill, MD 20745	7. ADMINISTERED BY (If other than Item 6) CODE	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(T) X	9A. AMENDMENT OF SOLICITATION NO. TIRNO-98-R-00003 9B. DATED (SEE ITEM 11) October 23, 1997
TO ALL OFFERORS IN THE COMPETITIVE RANGE			10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers X is extended, ____ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ____ is not, ____ is required to sign this document and return ____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Solicitation No. TIRNO-98-R-00003 dated October 23, 1997 is hereby amended as follows:

1. Revised proposals submitted in response to this amendment are due no later than June 24, 1998, 2:00 P.M. NOTE: Offerors will have an opportunity to submit written questions to this office by no later than June 17, 1998.
2. The below referenced pages are hereby revised and incorporated into Solicitation No. TIRNO-98-R-00003:
 - a. Pages B-1 through B-6, B-7, C-15a, C-16, C-21, C-22, D-1, D.4-2, E-2, E-6, E-7, E-10, E-15, E-16 through E-20, E-22a, E-25, E-26, E-31 and E-32. These pages are hereby replaced in their entirety with the attached corresponding numbered replacement pages.
 - b. Pages B-6a and B-6b are hereby inserted and shall be incorporated after Page B-6. Pages C-23 through C-28 are hereby inserted and shall be incorporated after Page C-22. Pages E-31a through E-31d are hereby inserted and shall be incorporated after Page E-31. Page 32a is hereby inserted and shall be incorporated after Page 32.
 - c. Pages D.11-1 through D.11-7 and D.12-1 through D.12-7 are new replacement pages and are to be incorporated immediately following Section D-10.

B.1. CONTRACT LINE ITEM NUMBERS (CLINs) (SF 1449, BLOCKS 19-24)

RFP Section	CLIN	Description	Unit Price	
			First 12 Month Period	Optiona l 12 Month Period
B.9.		MICROCOMPUTERS		
B.9.1.		WORKSTATIONS		
B.9.1.	0001	Total CLIN Price		
B.9.1.	0001A A	Workstation (minimum 233 MHZ Pentium MMX or equivalent system) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:		
B.9.1.	0001A B	Keyboard		
B.9.1.	0001A C	Mouse		
B.9.1.	0001A D	Mouse Pad		
B.9.1.	0002	Total CLIN Price		
B.9.1.	0002A A	Workstation (minimum 200 MHZ Pentium MMX or equivalent system) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:		
B.9.1.	0002AB	Keyboard		
B.9.1.	0002AC	Mouse		
B.9.1.	0002AD	Mouse Pad		
B.9.2.		SERVERS		
B.9.2.	0003	Total CLIN Price		
B.9.2.	0003AA	Server - single processor system (minimum Pentium II 233 MHZ or equivalent system) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:		
B.9.2.	0003AB	Keyboard		
B.9.2.	0003AC	Mouse		
B.9.2.	0003AD	Mouse Pad		

RFP Section	CLIN	Description	Unit Price	
			<i>First 12 Month Period</i>	<i>Optiona l 12 Month Period</i>
B.9.2.	0004	Total CLIN Price		
B.9.2.	0004AA	Server - dual microprocessor system (minimum Pentium II 233 MHZ or equivalent system) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:		
B.9.2.	0004AB	Keyboard		
B.9.2.	0004AC	Mouse		
B.9.2.	0004AD	Mouse Pad		
B.9.3.		NOTEBOOKS		
B.9.3.	0005	Total CLIN Price		
B.9.3.	0005AA	Notebook - minimum 13.1" TFT (minimum 233 MHZ MMX Pentium or equivalent) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:		
B.9.3.	0005AB	Carrying Case		
B.9.3.	0005AC	Battery Pack		
B.9.3.	0005AD	A/C Adapter		
B.9.3.	0005AE	PC-Card Modem (if applicable)		
B.9.3.	0006	Total CLIN Price		
B.9.3.	0006AA	Notebook - minimum 12.1" STN screen (minimum 166 MHZ MMX Pentium or equivalent) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:		
B.9.3.	0006AB	Carrying Case		
B.9.3.	0006AC	Battery Pack		
B.9.3.	0006AD	A/C Adapter		
B.9.3.	0006AE	PC-Card Modem (if applicable)		
B.9.4.		RAM UPGRADES - MICROCOMPUTERS		
B.9.4.	0007	16MB RAM Upgrade increments for workstations (Workstation 0001)		
B.9.4.	0008	16MB RAM Upgrade increments for workstations (Workstation 0002)		
B.9.4.	0009	64MB RAM Upgrade increments for server (single processor)		

RFP Section	CLIN	Description	Unit Price	
			<i>First 12 Month Period</i>	<i>Optiona 1 12 Month Period</i>
B.9.4.	0010	64MB RAM Upgrade increments for server (dual processor)		
B.9.4.	0011	RAM Upgrade for notebooks to a minimum 72MB (active matrix screen)		
B.9.4.	0012	RAM Upgrade for notebooks to a minimum 72MB (STN screen)		
B.9.5.		SVGA COLOR MONITORS		
B.9.5.	0013	SVGA Color Monitor with a minimum 13.7" diagonal viewing area		
B.9.5.	0014	SVGA Color Monitor with a minimum 15.7" diagonal viewing area		
B.9.5.	0015	SVGA Color Monitor with a minimum 19" diagonal viewing area		
B.9.6.		STORAGE DEVICES		
B.9.6.	0016	Hard Disk Drive, internal minimum 2.5GB, non-compressed, formatted disk storage space for workstations		
B.9.6.	0017	Hard Disk Drive, internal minimum 4.0GB, non-compressed, formatted disk storage space for workstations		
B.9.6.	0018	Total CLIN Price		
B.9.6.	0018AA	Hard Disk Drive, internal minimum 9.0GB, non-compressed, formatted disk storage space for servers, entire unit including all items except for the following which are separate end products:		
B.9.6.	0018AB	SCSI adapter card (if applicable)		
B.9.6.	0018AC	SCSI cable (if applicable)		
B.9.6.	0019	Total CLIN Price		
B.9.6.	0019AA	Tape Cartridge Back-up System, minimum 1.0GB internal, formatted tape capacity for workstations and servers, entire unit including all items except for the following which are separate end products:		
B.9.6.	0019AB	(3) tape cartridges		

RFP Section	CLIN	Description	Unit Price	
			<i>First 12 Month Period</i>	<i>Optiona 1 12 Month Period</i>
B.9.6.	0020	Total CLIN Price		
B.9.6.	0020AA	Tape Cartridge Back-up System, minimum 1.0GB external, formatted tape capacity for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:		
B.9.6.	0020AB	(3) tape cartridges		
B.9.6.	0020AC	Parallel cable (if applicable)		
B.9.6.	0021	Total CLIN Price		
B.9.6.	0021AA	Tape Cartridge Back-up System, minimum 4.0GB internal, formatted tape capacity for workstations and servers, entire unit including all items except for the following which are separate end products:		
B.9.6.	0021AB	(3) tape cartridges		
B.9.6.	0022	RESERVED		
B.9.6.	0023	RESERVED		
B.9.6.	0024	RESERVED		
B.9.6.	0025	Total CLIN Price		
B.9.6.	0025AA	CD-Reader and Recorder System, internal, for workstations and servers, entire unit including all items except for the following which are separate end products:		
B.9.6.	0025AB	(3) platters		
B.9.6.	0025AC	SCSI adapter card (if applicable)		
B.9.6.	0025AD	SCSI cable (if applicable)		
B.9.6.	0026	Total CLIN Price		
B.9.6.	0026AA	CD-Reader and Recorder System, external, for workstations and servers, entire unit including all items except for the following which are separate end products:		
B.9.6.	0026AB	(3) platters		
B.9.6.	0026AC	SCSI adapter card (if applicable)		
B.9.6.	0026AD	SCSI cable (if applicable)		

RFP Section	CLIN	Description	Unit Price	
			<i>First 12 Month Period</i>	<i>Optiona 1 12 Month Period</i>
B.9.7.		PERIPHERAL DEVICES		
B.9.7.	0027	Internal PCMCIA Port/Socket for workstations and servers (factory installed)		
B.9.7.	0028	Internal fax/modem for workstations and servers		
B.9.7.	0029	Total CLIN Price		
B.9.7.	0029AA	External fax/modem for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:		
B.9.7.	0029AB	Modem cable		
B.9.7.	0030	PCMCIA fax/modem for workstations, servers and notebooks		
B.9.7.	0031	I/O Interface Card for workstations and servers		
B.9.7.	0032	Surge and spike protector		
B.9.7.	0033	Network Interface: 10BaseT Ethernet capabilities/connectivity for workstations and servers - 16-bit card		
B.9.7.	0034	Network Interface: 10Base2 Ethernet capabilities/connectivity for workstations and servers - 16-bit card		
B.9.7.	0035	Network Interface: Token Ring capabilities/ connectivity for workstations and servers - 16-bit card		
B.9.7.	0036	Network Interface: 10BaseT Ethernet capabilities/connectivity for workstations and servers - 32-bit card		
B.9.7.	0037	Network Interface: 10Base2 Ethernet capabilities/connectivity for workstations and servers - 32-bit card		
B.9.7.	0038	PCMCIA 10BaseT Ethernet capabilities/connectivity		
B.9.7.	0039	PCMCIA 10Base2 Ethernet capabilities/connectivity		

RFP Section	CLIN	Description	Unit Price	
			<i>First 12 Month Period</i>	<i>Optiona l 12 Month Period</i>
B.9.8.		PRINTERS		
B.9.8.	0040	Total CLIN Price		
B.9.8.	0040AA	Portable Printer for notebooks, entire unit including all items except for the following which are separate end products:		
B.9.8.	0040AB	6' parallel cable		
B.9.8.	0040AC	A/C Adapter		
B.9.8.	0040AD	Battery		
B.9.8.	0040AE	Start-up Supplies		
B.9.8.	0041	Total CLIN Price		
B.9.8.	0041AA	Ink Jet Printer for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:		
B.9.8.	0041AB	15' parallel cable		
B.9.8.	0041AC	Start-up Supplies		
B.9.8.	0042	Total CLIN Price		
B.9.8.	0042AA	Base-Capacity Laser Printer for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:		
B.9.8.	0042AB	15' parallel cable		
B.9.8.	0042AC	Start-up Supplies		
B.9.8.	0043	Total CLIN Price		
B.9.8.	0043AA	High-Capacity Laser Printer for workstations, servers, and notebooks, entire unit including all items except for the following which are separate end products:		
B.9.8.	0043AB	15' parallel cable		
B.9.8.	0043AC	Start-up Supplies		
B.9.8.	0044	High-Capacity Laser Printer Network Interface: 10BaseT and 10Base2 combination Ethernet capabilities/connectivity for workstations and servers		

RFP Section	CLIN	Description	Unit Price	
			<i>First 12 Month Period</i>	<i>Optiona 1 12 Month Period</i>
B.9.9.		POWER MANAGEMENT DEVICES		
B.9.9.	0045	Uninterruptable Power Supply (UPS) including software and drivers for servers		
B.9.10.		NETWORK INTERFACE CARD INSTALLATION (U.S. Customs Service)		
B.9.10.	0046	GFP - Installation/Labor		
B.9.11.		APPLICATION SOFTWARE DOS AND GUI REQUIREMENTS		
B.9.11.		Word Processing Software		
B.9.11.	0047	Corel Word Perfect, single user, to include media, license and documentation		
B.9.11.	0048	Microsoft Word, single user, to include media, license and documentation		
B.9.11.	0049	Non-Specific Word Processing System, single user, to include media, license and documentation		
B.9.11.		Spreadsheet Software		
B.9.11.	0050	Lotus 1-2-3, single user, to include media, license and documentation		
B.9.11.	0051	Microsoft Excel, single user, to include media, license and documentation		
B.9.11.	0052	Non-Specific Spreadsheet, single user to include media, license and documentation		
B.9.11.		Integrated Automation Software		
B.9.11.	0053	Microsoft Office Pro, single user, to include media, license and documentation		
B.9.11.	0054	Non-Specific Software Suite, single user, to include media, license and documentation		
B.9.11.	0055	Non-Specific Software Suite, single user, to include media, license and documentation		
B.9.11.		Operating System Software		
B.9.11.	0056	Microsoft Windows 95, single user, to include media, license and documentation		
B.9.11.	0057	Microsoft Windows NT - Workstation, single user, to include media, license and documentation		
B.9.11.	0058	Microsoft Windows NT - Server, 50 user, to include media, license and documentation		
		Additional Software		

RFP Section	CLIN	Description	Unit Price	
			<i>First 12 Month Period</i>	<i>Optiona l 12 Month Period</i>
B.9.11.	0059	Microsoft Back Office Client Access, single user, to include media, license and documentation		
B.9.11.	0060	Microsoft Exchange Client Access, to include media, license and documentation		
B.9.11.	0061	Microsoft Windows NT Client Access, to include media, license and documentation		
B.9.11.	0062	Microsoft Systems Management Server Client Access, to include media, license and documentation		
B.9.11.	0063	Microsoft Systems Management Server Client Access, single user, license only		
B.9.11.	0064	Lotus Notes Desktop Client, single user, license only		
B.9.11.	0065	Non-Specific Operating System, can be single or multi-user, to include media, license and documentation		
B.9.11.	0066	Non-Specific Operating System, can be single or multi-user, license only		
B.12.		Warranty Service Outside Continental United States		
B.12.	0067	Warranty Service Outside Continental United States - workstations and notebooks*		
B.12.	0068	Warranty Service Outside Continental United States - servers*		

* NOTE:

CLINs 0067 and 0068 (Warranty Service outside continental United States) represents a flat, per CLIN charge for warranty service to the cities listed in Section D, Attachment 2, Possible Delivery Sites, which are located outside the continental United States (OCONUS). The prices proposed for CLINs 0067 and 0068 shall be the same for all destinations, regardless of geographical location. These CLINs will not be used for OCONUS locations which are not included in Section D, Attachment 2. Unit pricing for CLINs 0067 and 0068 should be proposed with the assumption that each CLIN requiring OCONUS warranty service will require a separate order of the appropriate CLIN (in other words, each individual CLIN ordered which requires OCONUS warranty service would require its own accompanying order of CLIN 0067 or 0068).

[The next page is B-7.]

B.2. CONTRACT TYPE

This is an INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT with FIRM

FIXED PRICES (see "Indefinite Quantity" Section C.4.2.3.) for the supplies and services identified and described in Section B - Exhibit of Contract Line Item Numbers (CLINs). Orders may be placed by authorized Ordering/Contracting Officers throughout the U. S. Department of the Treasury.

B.3. CONTRACT PRICING

(a) Each item/product assigned a CLIN may be ordered alone or in any combination with other CLINs, subject to the Order Limitations clause (Section C.4.2.2.). Products listed as part of a CLIN end-product (i.e., Sub-CLINs) shall be separately priced for evaluation purposes only. The purpose of breaking down CLIN Nos. 0001-0006, 0018-0021, 0025, 0026, 0029 and 0040-0043 into sub-CLINs is to ensure that all end products are manufactured in designated or eligible countries and so the Government can apply required differentials, if necessary, in accordance with the Buy American Act, Balance of Payments Program and other associated trade agreement acts. In the CLIN Breakout Tables, the CLINs and sub-CLINs that have an asterisks beside them (CLIN/Sub-CLIN Nos. 0006AC, 0006AD, 0008, 0026, 0041AB, 0045, 0047 and 0061) are subject to the Balance of Payments Program based on the Government Cost Estimate. Depending on the country of origin each end product is from will determine if the Buy American Act or Balance of Payments Program differential is applied. Each item assigned a CLIN will have a firm-fixed unit price which will apply to delivery orders made by the Government during one or more one-year periods throughout the potential maximum two-year contract period. At the time of contract award, ordering will take place at the CLIN level only.

(b) Section B and the CLIN tables state the latest software versions/releases available to the public at the time the RFP was written. The Government requires the latest (most recent) Commercial-Off-The-Shelf (COTS) version/release available from the original software manufacturer at the time of contract award. For example, if at contract award, CrossTalk version 9.14 is the most recent release and is available from the original software manufacturer, version 9.14 shall be provided, and version 9.13 (and prior versions) will not be acceptable. In other words, if a software manufacturer offers a new version/release of the software package after the Contractor submits a proposal, but before contract award, the Contractor selected for contract award must provide the new version/release of the software package to the Government at the price proposed for the previous version. Contractors shall include COTS software version/release number information when completing the Product Technical Requirements Matrices (see Section D, Attachment 4). There shall be no additional charges/costs for delivery, installation of software, manuals or any other items not specifically priced in Section B CLINS.

(c) RESERVED

- ☒ (6) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- ☒ (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- ☒ (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☐ (10) 52.225-3, Buy American Act-Supplies (41 U.S.C. 10).
- ☒ (11) 52.225-9, Buy American Act-Trade Agreements Act-Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582). (This applies to the Full and Open competitive portion only. This clause can be found in full text in Section C.4.2.5 of the RFP). |

[FAR Clause 52.212-5 is continued on Page C-16.]

[Next page is C-16.]

____(12) Reserved.

____(13) 52.225-18, European Union Sanction for End Products (E.O. 12849).

____(14) 52.225-19, European Union Sanction for Services (E.O. 12849).

__X__(15)(i) 52.225-21, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187). (This applies to the Small Business Set-Aside competitive portion only. This clause can be found in full text in Section C.4.2.6.) |

____ (ii) Alternate I of 52.225-21.

__X__(16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____ (17) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

____(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after fulfilling the last order placed during the last ordering period (the last workday of the 24th month of the contract).

C.4.2.4. OPTION TO EXTEND THE TERM OF THE CONTRACT - FAR 52.217-9 (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days prior to contract expiration; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

C.4.2.5. BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM - FAR 52.225-9 (JAN 1996)

[This clause only applies to the Full and Open competitive portion.]

(a) This clause implements the Buy American Act (41 U.S.C. 10), the Trade Agreements Act of 1979 (19 U.S.C.2501-2582), the North American Free Trade Agreement (NAFTA) Implementation Act (Pub. L. 103-182, 107 Stat. 2057), and the Balance of Payments Program by providing a preference for domestic end products over foreign end products, except for certain foreign end products, which meet the requirements for classification as designated, NAFTA, or Caribbean Basin country end products.

“Caribbean Basin country end product,” as used in this clause, means an article that: (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR) or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply; provided that the value of those incidental services does not exceed that of the product itself. The term *excludes* products that are excluded from duty-free treatment for Caribbean countries under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of (i) textiles and apparel articles that are subject to textile agreements; (ii) footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under title V of the Trade Act of 1974; (iii) tuna, prepared or preserved in any manner in airtight containers; (iv) petroleum, or any product derived from petroleum; and (v) watches and watch parts (including cases, bracelets and straps), of whatever type including, but not limited to, mechanical, quartz digital or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Tariff Schedule of the United States (TSUS) column 2 rates of duty apply.

“Components,” as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

“Designated country end product,” as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of the designated country (as defined at FAR 25.401), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply; provided, that the value of those incidental services does not exceed that of the product itself.

“Domestic end product,” as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. A component shall also be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind (i) determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities or a satisfactory quality, or (ii) to which the agency head concerned has determined that it would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

“Eligible product,” as used in this clause, means a designated, North American Free Trade Agreement (NAFTA), or Caribbean Basin country end product.

“End products,” as used in this clause, means those articles, materials, and supplies to be acquired under this contract for public use.

“Foreign end product,” as used in this clause, means an end product other than a domestic end product.

“NAFTA country,” as used in this clause, means Canada or Mexico.

“NAFTA country end product,” as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of a NAFTA country, or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply; provided, that the value of those incidental services does not exceed that of the product itself.

(b) The Contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, the Acts apply to all items in the schedule. The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specifies delivery of foreign end products in the provision entitled “Buy American Act - Trade Agreements - Balance of Payments Program Certificate.” An offer certifying that a designated, NAFTA, or Caribbean Basin country end product will be supplied requires the Contractor to supply a designated, NAFTA, or Caribbean Basin country end product or, at the Contractor’s option, a domestic end product. Contractors may not supply a foreign end product for the line items subject to the Trade Agreements Act unless --

(1) The foreign end product is an eligible product (see FAR 25.401);

(2) The Contracting Officer determines that offers of domestic end products or of eligible products are either not received or are insufficient to fulfill the Government’s requirements; or

(3) A waiver is granted under section 302 of the Trade Agreements Act of 1979 (see FAR 25.402(c)).

(c) Offers will be evaluated in accordance with the policies and procedures of Subpart 25.4 of the FAR.

C.4.2.6. BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM - FAR 52.225-21 (JAN 1997) [This clause only applies to the Small Business Set-Aside competitive portion.]

(a) *Definitions.* As used in the clause -

“Components” means those articles, materials, and supplies incorporated directly into the end products.

“Domestic end product,” means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. A component shall also be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind (i) determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities or a satisfactory quality, or (ii) to which the agency head concerned has determined that it would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

“End products,” means those articles, materials, and supplies to be acquired under this contract for public use.

“Foreign end product,” means an end product other than a domestic end product.

“North American Free Trade Agreement” (NAFTA) country means Canada or Mexico.

“NAFTA country end product,” means an article that (1) is wholly the growth, product, or manufacture of a NAFTA country, or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply; provided, that the value of those incidental services does not exceed that of the product itself.

(b) This clause implements the Buy American Act (41 U.S.C. 10), the North American Free Trade Agreement Implementation Act (Pub. L. 103-182, 107 Stat. 2057), and the Balance of Payments Program by providing a preference for domestic end products over foreign end products, except for certain foreign end products which meet the requirements for classification as NAFTA country end products.

(c) The Contracting Officer has determined that the NAFTA applies to this acquisition. Unless otherwise specified, the Acts apply to all items in the schedule. The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specifies delivery of foreign end products in the provision entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program Certificate." An offer certifying that a NAFTA country end product will be supplied requires the Contractor to supply a NAFTA country end product or, at the Contractor's option, a domestic end product.

C.4.2.7. ORDERS UNDER MULTIPLE AWARD CONTRACTS (FAR 16.505(b))

(1) Except as provided for in paragraph (b)(2) of this section, for orders issued under multiple delivery order contracts or multiple task order contracts, each awardee shall be provided a fair opportunity to be considered for each order in excess of \$2,500. In determining the procedures for providing awardees a fair opportunity to be considered for each order, Contracting Officers shall exercise broad discretion. The Contracting Officer in making decisions in the award of any individual task order, should consider factors such as past performance on earlier tasks under the multiple award contract, quality of deliverables, cost control, price, cost, or other factors that the Contracting Officer believes are relevant to the award of a task order to an awardee under the contract. In evaluating past performance on individual orders, the procedural requirements in Subpart 42.15 are not mandatory. The procedures and selection criteria that will be used to provide multiple awardees a fair opportunity to be considered for each order must be set forth in the solicitation and contract. The procedures for selecting awardees for the placement of particular orders need not comply with the competition requirements of Part 6. However, agencies shall not use any method (such as allocation) that would not result in fair consideration being given to all awardees prior to placing each order. Formal evaluation plans or scoring of quotes or offers are not required. Agencies may use oral proposals and streamlined procedures when selecting an order awardee. In addition, the Contracting Officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the Contracting Officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order.

(2) Awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500 under multiple delivery order contracts or multiple task order contracts if the Contracting Officer determines that -

(i) The agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;

(ii) Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(iii) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or

(iv) It is necessary to place an order to satisfy a minimum guarantee.

(3) The “competing independently” requirement of 15.804-1(b)(1) is satisfied for orders placed under multiple delivery order contracts or multiple task order contracts when -

(i) The price for the supplies or services is established in the contract at the time of contract award; or

(ii) The Contracting Officer solicits offers from two or more awardees for order placement when the price for the supplies or services is not established in the contract at the time of contract award.

(4) The head of the agency shall designate a task order contract and delivery order contract ombudsman who shall be responsible for reviewing complaints from contractors on task order contracts and delivery order contracts. The ombudsman shall review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The ombudsman shall be a senior agency official who is independent of the Contracting Officer and may be the agency's competition advocate.

C.5. ADDITIONAL CLAUSES**C.5.1. TIME OF DELIVERY****C.5.1.1. HARDWARE, SOFTWARE AND PERIPHERAL DELIVERABLES**

All contract items/products ordered under this contract shall be delivered (in keeping with the Maximum Order Limitations stated in Section C.4.2.2.):

- (1) within a maximum of 30 days after notification by delivery order, or
- (2) as stated on the delivery order, if different than 30 days, based on agreement by the Contracting Officer, Customer, and Contractor.

The Contractor must deliver all items/products ordered for any one site identified in a delivery order at one time. Partial delivery is only allowable after written authorization from the Administrative Contracting Officer (ACO). Only under certain situations will the ACO give consent for partial deliveries. The authorization must be obtained prior to the partial shipment.

D. CONTRACT DOCUMENTS, EXHIBITS AND ATTACHMENTS**CONTENTS**

Attachment 1	Subcontracting Plan Outline	
Attachment 2	Possible Delivery Sites	
Attachment 3	Security Procedures for Warranty Service Personnel	
Attachment 4	Product Technical Requirements Matrices	
Attachment 5	Government Furnished Property Installation Instructions	
Attachment 6	CLIN Maximum Order Limitation (MOL) Quantities	
Attachment 7	IRS Pricing Model/Spreadsheet - Diskette/Instructions	
Attachment 8	Past Performance Evaluation Report	
Attachment 9	Past Performance Questionnaire	
Attachment 10	Applicable Act(s) for Full and Open Competitive Portion CLINs and Sub-CLINs	
Attachment 11	Applicable Act(s) for Small Business Set-Aside Competitive Portion CLINs and Sub-CLINs	

The column with the “Tech Lit Ref” (Technical Literature Reference) is to be completed by the offeror. The Technical Evaluation Team will be performing a technical validation during this part of the proposal evaluation process. This column is used to list the individual technical literature reference requirements for each of the corresponding “Required Minimum Specifications.” The technical literature reference will list where the specific requirement is referenced in the technical literature provided, by the offeror, with the proposal. The technical literature reference should include, at a minimum, tab, page, column, and paragraph, for ease of reference. (Refer to Section E for proposal submission guidelines.) It is recommended that the offeror highlight the specific reference in the technical literature, also. Technical information that is not easy to locate, or understand may make the proposal noncompliant.

Technical literature includes published brochures, pamphlets, and manuals. It is not necessary to include the entire manual, but rather the specific page(s) used to validate the requirement. Specific pages include the manual cover/title, index/table of contents, and relevant/specific page(s) used for reference. If published documentation is not available to address specific requirements, a letter from the OEM, on letterhead, stating the requirements must be provided. The letter must be dated, list this solicitation number and title, specific CLIN(s) being referenced, specific requirement(s) being met/exceeded, how the specific requirements are being met/exceeded, and signed by a company official. A letter from the offeror is not acceptable, unless the offeror is the OEM. Documentation must be provided by the company (“company” is a term as generally understood) that will be providing the product(s) to be offered against this solicitation. Simply reiterating the RFP technical requirements does not constitute a proper response. Specific and unique language must be provided by the offeror to exemplify and state how their particular solution will meet the Government’s requirements.

The “Manufacturer (and) Model Number” column is used to list the specific manufacturer/model number of product being offered that meets the specific “Required Minimum Specification.” If a manufacture or model number is not applicable to the specific “Required Minimum Specification” then a “NA” is to be listed. For example, if the Mouse Pad is being referenced, it can be listed as Acme Mouse Pads Inc./NA. The “/” divides the manufacturer reference from the model number reference. However, if the mouse pad does have a model number, that same example would be as follows: Acme Mouse Pads Inc./448-248P.

**D.11. APPLICABLE ACTS FOR THE FULL AND OPEN COMPETITIVE PORTION
CONTRACT LINE ITEM NUMBERS (CLINs) AND SUBCLINs**

RFP Section	CLIN	Description	Applicable Act	
			TAA	BAA
B.9.	MICROCOMPUTERS			
B.9.1.		WORKSTATIONS		
B.9.1.	0001	Total CLIN Price		
B.9.1.	0001AA	Workstation (minimum 233 MHZ Pentium MMX or equivalent system) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:	X	
B.9.1.	0001AB	Keyboard	X	
B.9.1.	0001AC	Mouse	X	
B.9.1.	0001AD	Mouse Pad		X
B.9.1.	0002	Total CLIN Price		
B.9.1.	0002AA	Workstation (minimum 200 MHZ Pentium MMX or equivalent system) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:	X	
B.9.1.	0002AB	Keyboard		X
B.9.1.	0002AC	Mouse		X
B.9.1.	0002AD	Mouse Pad		X
B.9.2.		SERVERS		
B.9.2.	0003	Total CLIN Price		
B.9.2.	0003AA	Server - single processor system (minimum Pentium II 233 MHZ or equivalent system) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:	X	
B.9.2.	0003AB	Keyboard		X
B.9.2.	0003AC	Mouse		X
B.9.2.	0003AD	Mouse Pad		X
B.9.2.	0004	Total CLIN Price		
B.9.2.	0004AA	Server - dual microprocessor system (minimum Pentium II 233 MHZ or equivalent system) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:	X	
B.9.2.	0004AB	Keyboard		X
B.9.2.	0004AC	Mouse		X
B.9.2.	0004AD	Mouse Pad		X

RFP Section	CLIN	Description	Applicable Act	
			TAA	BAA
B.9.3.		NOTEBOOKS		
B.9.3.	0005	Total CLIN Price		
B.9.3.	0005AA	Notebook - minimum 13.1" TFT (minimum 233 MHZ MMX Pentium or equivalent) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:	X	
B.9.3.	0005AB	Carrying Case	X	
B.9.3.	0005AC	Battery Pack	X	
B.9.3.	0005AD	A/C Adapter	X	
B.9.3.	0005AE	PC-Card Modem (if applicable)	X	
B.9.3.	0006	Total CLIN Price		
B.9.3.	0006AA	Notebook - minimum 12.1" STN screen (minimum 166 MHZ MMX Pentium or equivalent) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:	X	
B.9.3.	0006AB	Carrying Case	X	
B.9.3.	0006AC	Battery Pack	X	
B.9.3.	0006AD	A/C Adapter		X*
B.9.3.	0006AE	PC-Card Modem (if applicable)		X*
B.9.4.		RAM UPGRADES - MICROCOMPUTERS		
B.9.4.	0007	16MB RAM Upgrade increments for workstations (Workstation 0001)	X	
B.9.4.	0008	16MB RAM Upgrade increments for workstations (Workstation 0002)		X*
B.9.4.	0009	64MB RAM Upgrade increments for server (single processor)	X	
B.9.4.	0010	64MB RAM Upgrade increments for server (dual processor)		X
B.9.4.	0011	RAM Upgrade for notebooks to a minimum 72MB (active matrix screen)	X	
B.9.4.	0012	RAM Upgrade for notebooks to a minimum 72MB (STN screen)	X	
B.9.5.		SVGA COLOR MONITORS		
B.9.5.	0013	SVGA Color Monitor with a minimum 13.7" diagonal viewing area	X	
B.9.5.	0014	SVGA Color Monitor with a minimum 15.7" diagonal viewing area	X	
B.9.5.	0015	SVGA Color Monitor with a minimum 19" diagonal viewing area		X
B.9.6.		STORAGE DEVICES		

RFP Section	CLIN	Description	Applicable Act	
			TAA	BAA
B.9.6.	0016	Hard Disk Drive, internal minimum 2.5GB, non-compressed, formatted disk storage space for workstations	X	
B.9.6.	0017	Hard Disk Drive, internal minimum 4.0GB, non-compressed, formatted disk storage space for workstations	X	
B.9.6.	0018	Total CLIN Price		
B.9.6.	0018AA	Hard Disk Drive, internal minimum 9.0GB, non-compressed, formatted disk storage space for servers, entire unit including all items except for the following which are separate end products:	X	
B.9.6.	0018AB	SCSI adapter card (if applicable)		X
B.9.6.	0018AC	SCSI cable (if applicable)		X
B.9.6.	0019	Total CLIN Price		
B.9.6.	0019AA	Tape Cartridge Back-up System, minimum 1.0GB internal, formatted tape capacity for workstations and servers, entire unit including all items except for the following which are separate end products:		X
B.9.6.	0019AB	(3) tape cartridges		X
B.9.6.	0020	Total CLIN Price		
B.9.6.	0020AA	Tape Cartridge Back-up System, minimum 1.0GB external, formatted tape capacity for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:		X
B.9.6.	0020AB	(3) tape cartridges		X
B.9.6.	0020AC	Parallel cable (if applicable)		X
B.9.6.	0021	Total CLIN Price		
B.9.6.	0021AA	Tape Cartridge Back-up System, minimum 4.0GB internal, formatted tape capacity for workstations and servers, entire unit including all items except for the following which are separate end products:		X
B.9.6.	0021AB	(3) tape cartridges		X
B.9.6.	0022	RESERVED		
B.9.6.	0023	RESERVED		
B.9.6.	0024	RESERVED		
B.9.6.	0025	Total CLIN Price		
B.9.6.	0025AA	CD-Reader and Recorder System, internal, for workstations and servers, entire unit including all items except for the following which are separate end products:		X
B.9.6.	0025AB	(3) platters		X

RFP Section	CLIN	Description	Applicable Act	
			TAA	BAA
B.9.6.	0025AC	SCSI adapter card (if applicable)		X
B.9.6.	0025AD	SCSI cable (if applicable)		X
B.9.6.	0026	Total CLIN Price		
B.9.6.	0026AA	CD-Reader and Recorder System, external, for workstations and servers, entire unit including all items except for the following which are separate end products:		X*
B.9.6.	0026AB	(3) platters		X
B.9.6.	0026AC	SCSI adapter card (if applicable)		X
B.9.6.	0026AD	SCSI cable (if applicable)		X
B.9.7.		PERIPHERAL DEVICES		
B.9.7.	0027	Internal PCMCIA Port/Socket for workstations and servers (factory installed)		X
B.9.7.	0028	Internal fax/modem for workstations and servers		X
B.9.7.	0029	Total CLIN Price		
B.9.7.	0029AA	External fax/modem for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:		X
B.9.7.	0029AB	Modem cable		X
B.9.7.	0030	PCMCIA fax/modem for workstations, servers and notebooks	X	
B.9.7.	0031	I/O Interface Card for workstations and servers		X
B.9.7.	0032	Surge and spike protector		X
B.9.7.	0033	Network Interface: 10BaseT Ethernet capabilities/connectivity for workstations and servers - 16-bit card	X	
B.9.7.	0034	Network Interface: 10Base2 Ethernet capabilities/connectivity for workstations and servers - 16-bit card		X
B.9.7.	0035	Network Interface: Token Ring capabilities/ connectivity for workstations and servers - 16-bit card		X
B.9.7.	0036	Network Interface: 10BaseT Ethernet capabilities/connectivity for workstations and servers - 32-bit card	X	
B.9.7.	0037	Network Interface: 10Base2 Ethernet capabilities/connectivity for workstations and servers - 32-bit card		X
B.9.7.	0038	PCMCIA 10BaseT Ethernet capabilities/connectivity		X

RFP Section	CLIN	Description	Applicable Act	
			TAA	BAA
B.9.7.	0039	PCMCIA 10Base2 Ethernet capabilities/connectivity		X
B.9.8.		PRINTERS		
B.9.8.	0040	Total CLIN Price		
B.9.8.	0040AA	Portable Printer for notebooks, entire unit including all items except for the following which are separate end products:		X
B.9.8.	0040AB	6' parallel cable		X
B.9.8.	0040AC	A/C Adapter		X
B.9.8.	0040AD	Battery		X
B.9.8.	0040AE	Start-up Supplies		X
B.9.8.	0041	Total CLIN Price		
B.9.8.	0041AA	Ink Jet Printer for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:	X	
B.9.8.	0041AB	15' parallel cable		X
B.9.8.	0041AC	Start-up Supplies		X*
B.9.8.	0042	Total CLIN Price		
B.9.8.	0042AA	Base-Capacity Laser Printer for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:	X	
B.9.8.	0042AB	15' parallel cable		X
B.9.8.	0042AC	Start-up Supplies		X
B.9.8.	0043	Total CLIN Price		
B.9.8.	0043AA	High-Capacity Laser Printer for workstations, servers, and notebooks, entire unit including all items except for the following which are separate end products:	X	
B.9.8.	0043AB	15' parallel cable		X
B.9.8.	0043AC	Start-up Supplies	X	
B.9.8.	0044	High-Capacity Laser Printer Network Interface: 10BaseT and 10Base2 combination Ethernet capabilities/connectivity for workstations and servers	X	
B.9.9.		POWER MANAGEMENT DEVICES		
B.9.9.	0045	Uninterruptable Power Supply (UPS) including software and drivers for servers		X*
B.9.10.		NETWORK INTERFACE CARD INSTALLATION (U.S. Customs Service)		
B.9.10.	0046	GFP - Installation/Labor		X

RFP Section	CLIN	Description	Applicable Act	
			TAA	BAA
B.9.11.		APPLICATION SOFTWARE DOS AND GUI REQUIREMENTS		
B.9.11.		Word Processing Software		
B.9.11.	0047	Corel Word Perfect, single user, to include media, license and documentation		X*
B.9.11.	0048	Microsoft Word, single user, to include media, license and documentation		X
B.9.11.	0049	Non-Specific Word Processing System, single user, to include media, license and documentation	X	
B.9.11.		Spreadsheet Software		
B.9.11.	0050	Lotus 1-2-3, single user, to include media, license and documentation		X
B.9.11.	0051	Microsoft Excel, single user, to include media, license and documentation	X	
B.9.11.	0052	Non-Specific Spreadsheet, single user to include media, license and documentation	X	
B.9.11.		Integrated Automation Software		
B.9.11.	0053	Microsoft Office Pro, single user, to include media, license and documentation		X
B.9.11.	0054	Non-Specific Software Suite, single user, to include media, license and documentation	X	
B.9.11.	0055	Non-Specific Software Suite, single user, to include media, license and documentation	X	
B.9.11.		Operating System Software		
B.9.11.	0056	Microsoft Windows 95, single user, to include media, license and documentation		X
B.9.11.	0057	Microsoft Windows NT - Workstation, single user, to include media, license and documentation		X
B.9.11.	0058	Microsoft Windows NT - Server, 50 user, to include media, license and documentation		X
		Additional Software		
B.9.11.	0059	Microsoft Back Office Client Access, single user, to include media, license and documentation		X
B.9.11.	0060	Microsoft Exchange Client Access, to include media, license and documentation		X
B.9.11.	0061	Microsoft Windows NT Client Access, to include media, license and documentation		X*
B.9.11.	0062	Microsoft Systems Management Server Client Access, to include media, license and documentation	X	

RFP Section	CLIN	Description	Applicable Act	
			TAA	BAA
B.9.11.	0063	Microsoft Systems Management Server Client Access, single user, license only	X	
B.9.11.	0064	Lotus Notes Desktop Client, single user, license only		X
B.9.11.	0065	Non-Specific Operating System, can be single or multi-user, to include media, license and documentation	X	
B.9.11.	0066	Non-Specific Operating System, can be single or multi-user, license only	X	
B.12.		Warranty Service Outside Continental United States		
B.12.	0067	Warranty Service Outside Continental United States - workstations and notebooks*	X	
B.12.	0068	Warranty Service Outside Continental United States - servers*	X	

* Subject to the Balance of Payments Program which will be determined by the country of origin provided by the offeror.

B.12. APPLICABLE ACTS FOR THE SMALL BUSINESS SET-ASIDE COMPETITIVE PORTION CONTRACT LINE ITEM NUMBERS (CLINs) AND SUBCLINs

RFP Section	CLIN	Description	Applicable Act
			BAA
B.9.		MICROCOMPUTERS	
B.9.1.		WORKSTATIONS	
B.9.1.	0001	Total CLIN Price	
B.9.1.	0001AA	Workstation (minimum 233 MHZ Pentium MMX or equivalent system) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:	X
B.9.1.	0001AB	Keyboard	X
B.9.1.	0001AC	Mouse	X
B.9.1.	0001AD	Mouse Pad	X
B.9.1.	0002	Total CLIN Price	
B.9.1.	0002AA	Workstation (minimum 200 MHZ Pentium MMX or equivalent system) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:	X
B.9.1.	0002AB	Keyboard	X
B.9.1.	0002AC	Mouse	X
B.9.1.	0002AD	Mouse Pad	X
B.9.2.		SERVERS	
B.9.2.	0003	Total CLIN Price	
B.9.2.	0003AA	Server - single processor system (minimum Pentium II 233 MHZ or equivalent system) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:	X
B.9.2.	0003AB	Keyboard	X
B.9.2.	0003AC	Mouse	X
B.9.2.	0003AD	Mouse Pad	X
B.9.2.	0004	Total CLIN Price	
B.9.2.	0004AA	Server - dual microprocessor system (minimum Pentium II 233 MHZ or equivalent system) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:	X
B.9.2.	0004AB	Keyboard	X
B.9.2.	0004AC	Mouse	X
B.9.2.	0004AD	Mouse Pad	X
B.9.3.		NOTEBOOKS	

RFP Section	CLIN	Description	Applicable Act
			BAA
B.9.3.	0005	Total CLIN Price	
B.9.3.	0005AA	Notebook - minimum 13.1" TFT (minimum 233 MHZ MMX Pentium or equivalent) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:	X
B.9.3.	0005AB	Carrying Case	X
B.9.3.	0005AC	Battery Pack	X
B.9.3.	0005AD	A/C Adapter	X
B.9.3.	0005AE	PC-Card Modem (if applicable)	X
B.9.3.	0006	Total CLIN Price	
B.9.3.	0006AA	Notebook - minimum 12.1" STN screen (minimum 166 MHZ MMX Pentium or equivalent) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:	X
B.9.3.	0006AB	Carrying Case	X
B.9.3.	0006AC	Battery Pack	X
B.9.3.	0006AD	A/C Adapter	X*
B.9.3.	0006AE	PC-Card Modem (if applicable)	X*
B.9.4.		RAM UPGRADES - MICROCOMPUTERS	
B.9.4.	0007	16MB RAM Upgrade increments for workstations (Workstation 0001)	X
B.9.4.	0008	16MB RAM Upgrade increments for workstations (Workstation 0002)	X*
B.9.4.	0009	64MB RAM Upgrade increments for server (single processor)	X
B.9.4.	0010	64MB RAM Upgrade increments for server (dual processor)	X
B.9.4.	0011	RAM Upgrade for notebooks to a minimum 72MB (active matrix screen)	X
B.9.4.	0012	RAM Upgrade for notebooks to a minimum 72MB (STN screen)	X
B.9.5.		SVGA COLOR MONITORS	
B.9.5.	0013	SVGA Color Monitor with a minimum 13.7" diagonal viewing area	X
B.9.5.	0014	SVGA Color Monitor with a minimum 15.7" diagonal viewing area	X
B.9.5.	0015	SVGA Color Monitor with a minimum 19" diagonal viewing area	X
B.9.6.		STORAGE DEVICES	

RFP Section	CLIN	Description	Applicable Act
			BAA
B.9.6.	0016	Hard Disk Drive, internal minimum 2.5GB, non-compressed, formatted disk storage space for workstations	X
B.9.6.	0017	Hard Disk Drive, internal minimum 4.0GB, non-compressed, formatted disk storage space for workstations	X
B.9.6.	0018	Total CLIN Price	
B.9.6.	0018AA	Hard Disk Drive, internal minimum 9.0GB, non-compressed, formatted disk storage space for servers, entire unit including all items except for the following which are separate end products:	X
B.9.6.	0018AB	SCSI adapter card (if applicable)	X
B.9.6.	0018AC	SCSI cable (if applicable)	X
B.9.6.	0019	Total CLIN Price	
B.9.6.	0019AA	Tape Cartridge Back-up System, minimum 1.0GB internal, formatted tape capacity for workstations and servers, entire unit including all items except for the following which are separate end products:	X
B.9.6.	0019AB	(3) tape cartridges	X
B.9.6.	0020	Total CLIN Price	
B.9.6.	0020AA	Tape Cartridge Back-up System, minimum 1.0GB external, formatted tape capacity for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:	X
B.9.6.	0020AB	(3) tape cartridges	X
B.9.6.	0020AC	Parallel cable (if applicable)	X
B.9.6.	0021	Total CLIN Price	
B.9.6.	0021AA	Tape Cartridge Back-up System, minimum 4.0GB internal, formatted tape capacity for workstations and servers, entire unit including all items except for the following which are separate end products:	X
B.9.6.	0021AB	(3) tape cartridges	X
B.9.6.	0022	RESERVED	
B.9.6.	0023	RESERVED	
B.9.6.	0024	RESERVED	
B.9.6.	0025	Total CLIN Price	
B.9.6.	0025AA	CD-Reader and Recorder System, internal, for workstations and servers, entire unit including all items except for the following which are separate end products:	X
B.9.6.	0025AB	(3) platters	X

RFP Section	CLIN	Description	Applicable Act
			BAA
B.9.6.	0025AC	SCSI adapter card (if applicable)	X
B.9.6.	0025AD	SCSI cable (if applicable)	X
B.9.6.	0026	Total CLIN Price	
B.9.6.	0026AA	CD-Reader and Recorder System, external, for workstations and servers, entire unit including all items except for the following which are separate end products:	X*
B.9.6.	0026AB	(3) platters	X
B.9.6.	0026AC	SCSI adapter card (if applicable)	X
B.9.6.	0026AD	SCSI cable (if applicable)	X
B.9.7.		PERIPHERAL DEVICES	
B.9.7.	0027	Internal PCMCIA Port/Socket for workstations and servers (factory installed)	X
B.9.7.	0028	Internal fax/modem for workstations and servers	X
B.9.7.	0029	Total CLIN Price	
B.9.7.	0029AA	External fax/modem for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:	X
B.9.7.	0029AB	Modem cable	X
B.9.7.	0030	PCMCIA fax/modem for workstations, servers and notebooks	X
B.9.7.	0031	I/O Interface Card for workstations and servers	X
B.9.7.	0032	Surge and spike protector	X
B.9.7.	0033	Network Interface: 10BaseT Ethernet capabilities/connectivity for workstations and servers - 16-bit card	X
B.9.7.	0034	Network Interface: 10Base2 Ethernet capabilities/connectivity for workstations and servers - 16-bit card	X
B.9.7.	0035	Network Interface: Token Ring capabilities/connectivity for workstations and servers - 16-bit card	X
B.9.7.	0036	Network Interface: 10BaseT Ethernet capabilities/connectivity for workstations and servers - 32-bit card	X
B.9.7.	0037	Network Interface: 10Base2 Ethernet capabilities/connectivity for workstations and servers - 32-bit card	X
B.9.7.	0038	PCMCIA 10BaseT Ethernet capabilities/connectivity	X
B.9.7.	0039	PCMCIA 10Base2 Ethernet capabilities/connectivity	X

RFP Section	CLIN	Description	Applicable Act
			BAA
B.9.8.		PRINTERS	
B.9.8.	0040	Total CLIN Price	
B.9.8.	0040AA	Portable Printer for notebooks, entire unit including all items except for the following which are separate end products:	X
B.9.8.	0040AB	6' parallel cable	X
B.9.8.	0040AC	A/C Adapter	X
B.9.8.	0040AD	Battery	X
B.9.8.	0040AE	Start-up Supplies	X
B.9.8.	0041	Total CLIN Price	
B.9.8.	0041AA	Ink Jet Printer for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:	X
B.9.8.	0041AB	15' parallel cable	X
B.9.8.	0041AC	Start-up Supplies	X*
B.9.8.	0042	Total CLIN Price	
B.9.8.	0042AA	Base-Capacity Laser Printer for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:	X
B.9.8.	0042AB	15' parallel cable	X
B.9.8.	0042AC	Start-up Supplies	X
B.9.8.	0043	Total CLIN Price	
B.9.8.	0043AA	High-Capacity Laser Printer for workstations, servers, and notebooks, entire unit including all items except for the following which are separate end products:	X
B.9.8.	0043AB	15' parallel cable	X
B.9.8.	0043AC	Start-up Supplies	X
B.9.8.	0044	High-Capacity Laser Printer Network Interface: 10BaseT and 10Base2 combination Ethernet capabilities/connectivity for workstations and servers	X
B.9.9.			
B.9.9.	0045	Uninterruptable Power Supply (UPS) including software and drivers for servers	X*
B.9.10.		NETWORK INTERFACE CARD INSTALLATION (U.S. Customs Service)	
B.9.10.	0046	GFP - Installation/Labor	X
B.9.11.		APPLICATION SOFTWARE DOS AND GUI REQUIREMENTS	
B.9.11.		Word Processing Software	

RFP Section	CLIN	Description	Applicable Act
			BAA
B.9.11.	0047	Corel Word Perfect, single user, to include media, license and documentation	X*
B.9.11.	0048	Microsoft Word, single user, to include media, license and documentation	X
B.9.11.	0049	Non-Specific Word Processing System, single user, to include media, license and documentation	X
B.9.11.		Spreadsheet Software	
B.9.11.	0050	Lotus 1-2-3, single user, to include media, license and documentation	X
B.9.11.	0051	Microsoft Excel, single user, to include media, license and documentation	X
B.9.11.	0052	Non-Specific Spreadsheet, single user to include media, license and documentation	X
B.9.11.		Integrated Automation Software	
B.9.11.	0053	Microsoft Office Pro, single user, to include media, license and documentation	X
B.9.11.	0054	Non-Specific Software Suite, single user, to include media, license and documentation	X
B.9.11.	0055	Non-Specific Software Suite, single user, to include media, license and documentation	X
B.9.11.		Operating System Software	
B.9.11.	0056	Microsoft Windows 95, single user, to include media, license and documentation	X
B.9.11.	0057	Microsoft Windows NT - Workstation, single user, to include media, license and documentation	X
B.9.11.	0058	Microsoft Windows NT - Server, 50 user, to include media, license and documentation	X
		Additional Software	
B.9.11.	0059	Microsoft Back Office Client Access, single user, to include media, license and documentation	X
B.9.11.	0060	Microsoft Exchange Client Access, to include media, license and documentation	X
B.9.11.	0061	Microsoft Windows NT Client Access, to include media, license and documentation	X*
B.9.11.	0062	Microsoft Systems Management Server Client Access, to include media, license and documentation	X
B.9.11.	0063	Microsoft Systems Management Server Client Access, single user, license only	X
B.9.11.	0064	Lotus Notes Desktop Client, single user, license only	X

RFP Section	CLIN	Description	Applicable Act
			BAA
B.9.11.	0065	Non-Specific Operating System, can be single or multi-user, to include media, license and documentation	X
B.9.11.	0066	Non-Specific Operating System, can be single or multi-user, license only	X
B.12.		Warranty Service Outside Continental United States	
B.12.	0067	Warranty Service Outside Continental United States - workstations and notebooks**	X
B.12.	0068	Warranty Service Outside Continental United States - servers*	X

* Subject to the Balance of Payments Program which will be determined by the country of origin provided by the offeror.

- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation. |

(d) Product samples. Not applicable.

(e) Multiple offers. Not applicable.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government at its discretion may award approximately one or more (maximum of 2) contract(s) for the full and open competition and one contract for the small business set-aside segment as a result of this solicitation. This does not, however, commit the Government to making award of a contract to any specific number of Offerors. However, it is not the Government's intent to award more than three (3) contracts.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the:

E.2.5. PROPOSALS NOT SELECTED

Non-selection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the Government, or that no proposal was accepted. Offerors whose proposals are not accepted will be so notified. Unsuccessful Offerors may request a debriefing concerning the reasons for their proposal's rejection.

E.2.6. ANNOUNCEMENT OF AWARD

After notification of the successful Offeror, an announcement of the contract award will be made in the COMMERCE BUSINESS DAILY.

E.2.7. PROPOSAL PREPARATION INSTRUCTIONS

The following paragraphs set forth (1) the format and instructions governing proposal preparation/submission and, (2) the structure of the contract. Offerors shall identify within their proposal's transmittal letter whether they are responding to the full and open or the small business set-aside segment of this acquisition.

Proposals submitted for less than the total requirement of this RFP will not be considered for award.

E.2.7.1. Submission of Proposal (Hardcopy)

Each Offeror's proposal submitted in response to this solicitation shall be in the following four volumes as described below: Volume I (Business Proposal), Volume II (Price Proposal), Volume III (Technical Proposal), and Volume IV (Technical Literature/Information).

Please refer to the matrix incorporated in paragraph E.2.13.2., "Packaging and Marking of Proposals" for information on the number of copies and other pertinent details.

E.2.7.2. Submission of Proposal on Diskettes

It is required that documents generated via a word processor for the contents of Volume I of their proposal, excluding any manuals or brochures, be provided in one of the following formats which are listed in descending order of preference: (1) Word Perfect 6.1; (2) Word 6 or (3) PDF format (accompanied with the files' original word processor format (e.g., Word 97) on 90 mm (3.5") diskettes.

Volume II (Price Proposal) shall be in LOTUS 1-2-3 (Release 3.1+ but no higher than Release 5) format on a 90 mm (3.5") diskette. Please see E.2.9.2., "Pricing Spreadsheet/Evaluation Model" for information on obtaining spreadsheet files from the Government for use in preparing this volume.

The Product Technical Requirements Matrices contained in Volume III (Technical Proposal) shall be in one of the following formats which are listed in descending order of preference: (1)

WordPerfect 6.1; (2) Word 6; or (c) PDF format (accompanied with the files' original word processor format (e.g., Word 97) on a 90 mm (3.5") diskette. Please see E1.1.11.1., "Tab A - Product Technical Requirements Matrices" for information on obtaining spreadsheet files from the Government for use in preparing this volume.

All diskettes submitted shall be marked with the solicitation number, Offeror's name, date of submission, description of the contents and the format of documents generated via a wordprocessor as mentioned above.

E.2.7.3. Precedence - Hardcopy versus Diskette

When there is a discrepancy between the Offeror's proposal and the diskette provided with the proposal, the hardcopy takes precedence. **EXCEPTION:** In Section D, Attachment 4, Instructions in Completing Requirements Matrices, there are three fields (**Tech Lit Ref, Manufacturer and Model Number**), that may not be wide enough to display all of the text entered. The resultant hardcopy version of the matrix will display truncated text for that field. Therefore, for these three fields in Attachment 4, Section D, any discrepancy between the Offeror's proposal and the diskette provided with the proposal, the diskette takes precedence. |

E.2.7.4. General

- (1) Offerors are cautioned to follow the detailed instructions fully and carefully.
- (2) The instructions printed herein have been specifically designed to ensure comprehensive validation and evaluation of proposals.
- (3) Clarity and completeness are of utmost importance. Complex, elaborate, or costly presentations are neither required nor desired.
- (4) The relevance, clarity and conciseness of the proposal will be important. Key points must be easily found, or will be presumed to be lacking. Maintain careful organization throughout the proposal. Follow the numbering and titling instructions contained herein. Use a detailed table of contents. Make volume and section introductions brief. Where format is not specified, use clear and consistent subsection numbering and titling.
- (5) Efforts should be directed to submission of a complete and comprehensive initial proposal. Please review all documents for accuracy and completeness before delivery to the Government.

- TAB D - PRE-AWARD SURVEY
- TAB E - PAST PERFORMANCE/EXPERIENCE INFORMATION
- TAB F - PRODUCTION, DELIVERY, AND QUALITY CONTROL CAPABILITIES
- TAB G - OTHER MANDATORY REQUIREMENTS AND CONTRACT TERMS AND CONDITIONS
- TAB H - SUBCONTRACTING PLAN -(Large Business Offerors ONLY)

E.2.8.1. Tab E.2 A - Standard Form (SF) 1449

The Offeror shall include the SF 1449 with the "Offer" section completed, as appropriate. The SF 1449 shall be signed by an official authorized to bind the Offeror's organization. The SF 1449 containing the original signature shall be included in the binder marked as the original.

E.2.8.2. Tab B - Financial Capability

Each offeror shall provide information related to its current financial condition and the sources of all funds which will be used to finance contract performance. Indicate dollar amount, names and telephone numbers of persons at banks and other sources of funds who may be contacted to verify the pertinent financial data. For the full and open competitive portion, the Offeror shall include its two most recently audited annual financial statements. For the small business set-aside competitive portion, the Offeror shall include at a minimum, one year of its most recently audited annual financial statement(s). Any interim financial statements, such as quarterly reports, shall also be provided if the annual statements are more than six months old. Interim financial statements may be unaudited. If available, the Offeror shall include a copy of its latest annual report.

All of the above information must also be submitted by each potential subcontractor or supplier whose total value of subcontracts may exceed 25% of the value of the Offeror's proposed price.

E.2.8.3. Tab C - FAR Clause 52.212-3 of the RFP

Each offeror shall complete and sign FAR Clause 52.212-3 of the solicitation and include it here in the proposal. This shall also be done for each potential subcontractor supplier whose total value of subcontracts exceeds 25% of the value of the offeror's proposed price.

In responding to Section E.4, paragraphs (f) and (g), Offerors are instructed to consider each product offered for each numbered Contract Line Item (CLIN) and/or Sub-CLIN an "end product". The evaluation of the Buy American Act and other related trade agreements will be applied on an **item-by-item basis**. Therefore, each individual item in and of itself qualifies as an end product. Individual hardware items will not be combined into a system to be evaluated as an end product. The government is required to identify end-products at the CLIN and/or Sub-CLIN level for the purposes of the Applicability of the Buy American Act (BAA), Trade Agreements Act (TAA), Balance of Payments Program (BOP) and other related trade agreement acts. See RMT/Microwave, GSBCA No. 10060-p, 10063-P, and 10065-P, and Data Transformation Corp., GSBCA No. 8982-P.

prospective subcontractor. Again, this applies only where the anticipated total value of subcontracts is expected to exceed \$500,000.

The Offeror and any of its prospective subcontractors who are other than small business concerns and whose total value of proposed prime or subcontracts exceeds \$500,000 must also submit a copy of actual SF294s and 295s which the firm has submitted to federal agencies within the last two years as reports on progress in meeting subcontracting goals. One copy each shall be provided for up to three of the most recent prime or subcontracts that contain plans. The name and telephone number of the federal agency representative that monitors the plans shall also be provided. Provide this latter information on any applicable contracts or subcontracts recently awarded where reports have not yet been submitted. If the firm has no applicable contracts or subcontracts which were awarded within the last two years, so state.

If a commercial products plan is submitted by the prospective prime or subcontractor, the please state whether this plan has been submitted already to another federal agency for approval, and if so, identify the name, address, and phone number of the approving official, and provide a copy of any approval received or indicate the status of the request for approval.

E.2.9. Required Content and Format of Volume II, Price Proposal and Volume IIA, Sanitized Price Proposal

Volume II, Price Proposal, shall contain the price table required with each proposal. This table, stating the Offeror's proposed prices, will be used by the Government for evaluation of the proposal and as the basis for validating that all hardware components, features, software, data and other special items necessary to meet the requirements of the RFP are in fact proposed and do appear in the price table exactly as required. The Government will also evaluate the reasonableness of the Offeror's proposed prices. No additional CLINs are required or will be accepted. Do not submit data beyond that required by these instructions unless the Offeror considers it essential to document or support the Offeror's price position. All information relating to price must be included in this volume. Do not include pricing elsewhere in the proposal. Include a master index of all pricing data in the table of contents of this volume. Include a cross-reference list in the table of contents which identifies the section and page number where the information is located. Provide a labeling tab for ease of identification of any appendices.

Volume IIA, Sanitized Price Proposal, shall be identical to Volume II, Price Proposal, with the exclusion of all pricing information.

Volumes II and IIA are required to be in separate binders and each volume shall be segregated into three sections listed and described as follows:

E.2.9.1. Section 1 - General Information

Section 1 serves as an introduction to the price proposal and should include:

Overview - Indicate the scope of the contract proposed and any pricing limitations or qualifications.

Pricing Notes - Provide explanations for the absence of catalog prices in Section 2 (see E.2.9.2., Note 15); provide supporting documents such as quotation(s) or other contract price if there is no catalog price; and explain the rationale for changes in the contract unit prices offered over the potential two-year contract period.

E.2.9.2. Section 2 - Pricing Spreadsheet/Evaluation Model

This section shall include the hardcopy of the completed pricing spreadsheet which will be used by the Government for evaluation of the price proposal. When there is a discrepancy between the Offeror's proposal and the sample spreadsheet provided on the TDA-3 web site or the IRS electronic bulletin board, the hardcopy takes precedence. However, in Section E.2.9.2.2., no. 26, Offerors shall also submit the completed pricing spreadsheet on a 90 mm (3.5") diskette using the LOTUS 1-2-3 (Release 5) spreadsheet provided by the IRS.

A Lotus 123 file containing the sample spreadsheet is included on the TDA-3 web site and the IRS electronic bulletin board system as part of this RFP. A backup copy of the file should be made for use in the event the working copy is destroyed or additional spreadsheets are required.

Any questions concerning the spreadsheet should be submitted in writing to the Contracting Officer. It is imperative that the Offeror understand the spreadsheet because the signed offer will indicate acceptance of the computational methodology used to develop the spreadsheet.

E.2.9.2.1. Pricing Evaluation Assumptions for Pricing Spreadsheet

These assumptions will be used as the basis for entering pricing data into the Government provided LOTUS Pricing Spreadsheet. Assumptions are provided for proposal evaluation purposes only and do not reflect the actual quantities and/or time frames in which items will be ordered by the Government under the contract.

(a) For evaluation purposes, the Offeror shall assume that the total contract period of performance will be 24 months from date of contract award. |

(b) The Offeror shall assume that the contract resulting from this solicitation will be awarded on September 30, 1998. The base period of the contract will be from the date of contract award through October 1, 2000. The last optional ordering period will expire 24 months after the date of contract award.

(c) For evaluation purposes, weighting factors will be applied to the CLIN extended price. For the first year, a factor of .80 will be applied to the total evaluated price for year one. For the second year pricing, a factor of .20 will be applied to the total evaluated price for year two. *For information purposes, the reason these factors were chosen are as follows: Historically on previous microcomputer contracts very few second year equipment was actually bought as described in the requirement. Based on the technology refreshment clause much of the second year hardware and software were substituted with new state of the art equipment. In many instances, the new equipment prices were lower than the original equipment on the contract. Prices for new equipment were negotiated based on market surveys of the new equipment proposed. Thus, the second year prices are weighted less than the first year prices.*

(d) For evaluation purposes, the Offeror shall assume that all quantities ordered in the first and second twelve-month periods of the potential 24-month contract ordering period will be ordered in Months 1 and 13 respectively. A "Schedule of Estimated Quantities" by CLIN and year has been provided in Section D. The quantities by CLIN and by year in Section D of the RFP shall be used by the Offeror in preparing its price proposal.

E.2.9.2.2. Specific Pricing Spreadsheet Instructions

(1) CONTRACTOR'S NAME: The Offeror shall fill in its firm's name which should be printed on each page of the report along with the rest of the header which consists of all information through the column titles. To input Contractor's name, simply type in your company's name in the cell which presently states Contractor's Name in blue lettering.

(2) SOLICITATION NO. AND PROGRAM: The solicitation number and program name are pre-entered by the IRS. (NOTE: All cells are protected except those requiring input by Offerors.)

(3) CLIN: CLINs have been assigned by the Government in accordance with the Section B-Contract Line Item Numbers (CLINs) and entered into the pricing spreadsheet. Each CLIN proposed must have a distinct product offered with a separate unit price.

(4) SUB-CLIN: The sub-CLINs have been assigned by the Government in accordance with the Section B, Contract Line Item Numbers (CLINs) and entered into the pricing spreadsheet, regarding the Applicability of the Buy American Act (BAA), North American Free Trade Agreement (NAFTA) Implementation Act (NAFTA), Balance of Payments Program (BOP) and other related trade agreement acts. The end products listing is a guideline only. See Section D of the RFP, Attachments 10 and 11 for the listing. Offerors should tailor this listing to identify the end products of its products of its proposed solution. If an end item is not listed, add a sub-CLIN and insert the country of origin using the exact same format. The SubCLINs totaled shall reflect the CLIN price.

(5) APPLICABLE ACT: For the Full and Open competitive portion, the Government has designated the applicability of either the Trade Agreement Act or Buy American Act for all end products. For the Small Business Set-Aside competitive portion, all CLINs and SubCLINs are subject to the Buy American Act. CLINs 0001-0006, 0018-0021, 0025, 0026, 0029 and 0040-0043 have been broken down even further to delineate applicable end products within a CLIN.

(6) COUNTRY OF ORIGIN: Offerors shall complete this column for each and every CLIN and sub-CLIN by listing the country of origin for each end product.

(7) DESCRIPTION: The description is the CLIN description as noted in Section B. This field is entered by the IRS.

(8) MODEL NO.: The model number shall consist of alpha-numeric characters only.

(9) MANUFACTURER/VENDOR: Self explanatory. The complete name of both the vendor or supplier and the manufacturer, if different, shall be inputted by the Offeror even if they exceed the cell width.

(10) REFERENCE: The reference column identifies documents in the price proposal containing CLIN related pricing support data which permits limiting the pricing schedule to data essential for price analysis. In addition to keeping the pricing schedule clear and comparable, cross-referenced supporting documentation will facilitate technical verification of the pricing proposal and price analysis. The preparation of supporting documents should also require less effort than might first be expected because each reference document will most likely apply to numerous CLINs. At a minimum, the supporting documentation will include a listing that references the catalog(s) and pages where catalog prices can be verified (See paragraph 15).

(11) MONTH/YEAR ORDERED: This refers to Year 1 pricing and Year 2 pricing and the weighted factors applied to them. (See E.2.9.2.1(c) Pricing Evaluation Assumptions for Pricing spreadsheet. Input is not required by the Offeror.

(12) QUANTITY: Quantities have been assigned, using those stated in Section D-6, and entered into the pricing spreadsheet to be used by the Offeror. Input is not required by the Offeror.

(13) CATALOG UNIT PRICE: Catalog unit prices shall be provided for each CLIN and/or sub-CLIN for price analysis purposes and catalogs shall be provided for verification purposes. If the catalog price is not available, provide an explanation in the price proposal (Section 1) and furnish appropriate supporting documentation such as a quotation.

(14) PROPOSED UNIT PRICE: The pricing spreadsheet has been formatted to allow one separate unit price to be inputted for each twelve-month period. For price evaluation purposes, the Offeror shall enter their proposed unit price for the first twelve months in Month 1 (Year 1) and the second twelve months in Month 13 (Year 2).

(15) EXTENDED PRICE: This price is the quantity times the unit price for each CLIN.

(16) IRS EVALUATED PRICE: This represents the basis for award which calculates the extended prices x quantities x adjustment for BAA/TAA/BOP x extended 80%/20% factors for both Year 1 and Year 2 as addressed in E.2.9.2.1(c).

(17) SUBMISSION INSTRUCTIONS: All proposals shall be submitted on a 90 mm (3.5") diskette using the LOTUS 1-2-3 (Release 5) pricing spreadsheet. Also, a hardcopy of the Offeror's proposed spreadsheet shall be submitted. The hardcopy report shall be submitted on 21.59 cm x 27.94 cm (8.5" x 11") paper.

The spreadsheet program was designed using commands in LOTUS 1-2-3 (Release 5) and setup to print on a HP Laser Jet III Printer. To access the spreadsheet, Offerors should use LOTUS 5 or earlier or previous releases. In order to print the spreadsheet, highlight from cell A9 to column N9, IRS Evaluated Price for all CLINS down to the Grand Total, cell A249. This setting has been saved for you. Note also the Header A1..N8 has also been saved in the print command. The spreadsheet highlighted accordingly is the only hard copy report required.

E.2.9.3. RESERVED

E.2.9.4. Section 3 - GSA/Commercial Catalogs

This section shall include a copy of excerpts from current GSA, if applicable, and Commercial catalog(s) for each CLIN and sub-CLIN item offered. Catalog excerpts provided shall include complete price-related information with the applicable price noted, including applicable price discount structure.

The Government requires technical documentation in either of the following formats: (a) pre-printed, OEM-generated documentation; or, (b) a letter from the OEM, signed by a recognized official of the OEM, printed on the OEM's letterhead, certifying the technical requirement being addressed. Reference Section D.4.

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E.2.15. BEST AND FINAL OFFERS

The Government may award based on initial proposals; therefore, initial proposals should be submitted on the best terms possible. However, discussions/negotiations may be held with all Offerors determined by the Contracting Officer to be in a "competitive range," that is, those proposals which have a reasonable chance of being selected based on their relative standing among all competing proposals. "Best and Final Offers" (BAFOs) will then be requested from all Offerors who remain in the "competitive range." Offerors should be aware that a complete understanding as to pricing, technical and all other terms and conditions of the proposed contract must exist between the Offeror and the Government at the conclusion of discussions/negotiations. Any technical revisions or exceptions to negotiated contract terms and conditions submitted in the "BAFO" may not be subject to further discussion or negotiations, and may render the offer unacceptable to the Government.

E.2.16. ALL OR NONE

Proposals for a single CLIN, or group thereof, will not be accepted. All CLINs must be proposed.

E.2.17. ALTERNATE OR MULTIPLE PROPOSALS

Offerors **may not submit** more than one proposal to this solicitation. Since this contract will ultimately be awarded to the responsible offeror(s) whose proposal(s) are technically acceptable, and have the total lowest, evaluated reasonable, balanced price, there is no advantage to submitting more than one proposal. |

E.3. EVALUATION FACTORS FOR AWARD**E.3.1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS INCORPORATED BY REFERENCE**

NUMBER	TITLE	DATE
52.215-34	EVALUATION OF OFFERS FOR MULTIPLE AWARDS	MAR 1990
52.217.5	EVALUATION OF OPTIONS	JUL 1990

E.3.2. GENERAL

(a) The Government may award a contract after evaluating initial written proposals without discussions with any Offerors (FAR 15.610(a)); therefore, each initial written proposal shall be offered with the most favorable price and terms which the Offeror considers possible.

(b) Each Offeror shall submit a proposal that (1) complies with each of the stated instructions and provides all information required by Section E of the solicitation, (2) meets each of the mandatory specifications and mandatory requirements stated in the solicitation, and (3) accepts each of the terms and conditions of the solicitation.

(c) Proposals that require a substantial revision or addendum because of failures in (b)(1), (2), or (3) above, or proposals whose price is considered not susceptible to becoming the lowest reasonable, balanced price, shall be found unacceptable and rejected without any clarification or discussion. Examples of proposals that would require substantial revision or addendum are: (I) An offeror fails to use the Section D, Attachment No. 4, Technical Matrices in submitting its technical proposal; and (ii) an offeror fails to provide a price for one or more CLINs using the Pricing Spreadsheet Model in submitting its price proposal. These examples are not exclusive.

(d) Discussions with Offerors, if conducted, are done after the Contracting Officer has determined which proposals are in the "competitive range," (FAR 15.609) that is, those proposals that have a reasonable chance of being selected for award. The purpose of these discussions is to ensure that proposals that are considered susceptible to being selected for contract award, given their overall standing among all the proposals received, have an opportunity to correct any deficiencies and satisfy the RFP's mandatory specifications and mandatory requirements.

(5) Comparison of proposed prices with independent Government price estimates;

(c) If an offer is materially or mathematically unbalanced it will be rejected. Such a proposal would have price features such as the following:

(1) if it is based on prices which are significantly less than prices for some contract line items and significantly overstated in relation to prices for others. For example, its prices for the initial contract period are very high while its prices for the contract option period are very low;

(2) unit charges for any item increase as the quantity of the item increases;

(3) discounts decrease with increased quantities; or

(4) prices or discounts for any item depend on the ordering of any other item.

(d) In addition, if an offeror's price proposal is found to have some or all prices that are unreasonably low or unreasonably high, it may be rejected. The Government will examine the data provided in response to E.2.9.2.2., No. 15 and No. 16. The CLIN unit prices offered over the potential two-year contract period will be reviewed and any changes in unit price will be considered to determine whether the offered unit price is significantly lower (or higher) than a catalog price, a market price, and other offerors' prices that are found to be reasonable. The Government understands that offerors base their proposed prices on estimated costs and profit. However, because the Government anticipates receiving adequate price competition, it does not expect to be examining detailed cost and pricing data. Therefore, the relationship of the offered prices to these other prices is considered an indication of price reasonableness.

E.3.9. BUY AMERICAN ACT (BAA), TRADE AGREEMENTS ACT (TAA), BALANCE OF PAYMENTS PROGRAM (BOP) AND OTHER RELATED TRADE AGREEMENTS FOR THE *FULL AND OPEN COMPETITION* - NOTICE AND EVALUATION PROCEDURES

(a) The evaluation of the Buy American Act and other related trade agreements will be applied on an item-by-item basis. Each individual item in and of itself qualified as an end product. Individual hardware items will not be combined into a system to be evaluated as an end product. This notwithstanding, an award will be made on an all or none basis.

(b) The general rule is that the U.S. Government buys domestic products as required by the Buy American Act (BAA), 41 U.S.C. §§ 10a-10d, and as implemented by Executive Order No. 10582. The BAA accords a preference to firms offering "domestic end products" for purchase on Government supply contracts. The BAA and the Executive Order are implemented by the FAR Subpart 25.1 which requires the inclusion of clauses FAR 52.225-8 and 52.225-9. If the product proposed is a domestic end product, the BAA will not apply as described below.

(c) However, several international trade agreements have resulted in several exceptions for end products which would otherwise not be considered domestic. Among these are the Trade Agreements Act of 1979 (TAA), 19 U.S.C. §§ 2501-2582, and other statutes implementing similar trade agreements, such as the North American Free Trade Agreement (NAFTA) Implementation Act, and the U.S.-Israel Free Trade Area Agreement (IFTAA). The applicability of these trade agreements is determined by determining which of the solicitation's items are end products subject to the

agreements and then ascertaining the Government cost estimate for that end product, including all options. If the cost estimate for an end product is not over the threshold for the applicability of one of the agreements, then it is not subject to the agreement's exception and the requirement to acquire a domestic product will apply. However, if an end product is over the threshold for the application of one of the agreements, and is manufactured in a country which is a signatory nation to that trade agreement with the United States, the end product will be considered "domestic" for evaluation purposes. Therefore, the BAA will not apply.

(d) In order for the Buy American Act to apply to end products contained in a solicitation, it is not necessary for the clause at FAR 52.225-3 to be included in the solicitation. Conversely, its elimination, as was accomplished in Amendment No. 0004 does not mean that the Buy American Act does not apply to at least some of the end items listed in the Schedule. Indeed, by its own terms, the BAA/TAA/BOP clause in Section C.3, FAR 52.225-9, Buy American Act-Trade Agreements Act-Balance of Payments Program of the contract, applies the BAA and its price differential calculations to all end products that are not manufactured in the United States or a designated country as listed in FAR 25.401. The practical effect is that for the bulk of the CLINs listed in the Schedule, the TAA will apply.

(e) However, for the end products identified in the table entitled "CLIN Breakout Table", whose Government cost estimates are below the TAA threshold, either the BAA, BOP or one of the other trade agreements acts will apply. The TAA is applied as follows:

1. End products manufactured in designated countries totaling \$190,000 or above will not be subject to the BAA provisions. End products manufactured in designated countries and eligible products below \$190,000, will be subject to the BAA provisions except when either the U.S.-Israel Free Trade Agreement or NAFTA apply.

2. If Israeli end products are proposed, the BAA will not apply if they are valued at \$50,000 or above. If these end products are valued below \$50,000, the BAA will apply.

3. If Canadian end products are proposed, the BAA will not apply if they are valued above \$25,000. If these end products are valued at \$25,000 or below, the BAA will apply.

4. If Mexican end products are proposed, the BAA will not apply if they are valued at \$50,000 or above. If these end products are valued below \$50,000, the BAA will apply.

(f) If the BAA applies and, after calculating the price of a proposed foreign end product using the price differentials outlined in the FAR, the foreign end product price is lower than the domestic end product price, there is no prohibition for the Government to acquire the foreign end product. If the TAA applies and an end product that is manufactured in a non-designated or non-eligible country is proposed, the proposal will be deemed unacceptable and the offeror ineligible for award. The Government is prohibited from acquiring end products manufactured in non-designated or non-eligible countries under the TAA.

(g) Additionally, the Balance of Payments Program (BOP) described at FAR 25.3 applies to those end products whose Government cost estimate exceeds the simplified acquisition threshold (\$100,000 for IRS) but is below that for the application of the appropriate trade agreements if the end products will be used outside the United States as defined in FAR 25.101. Like the BAA, it

applies without the incorporation of the clause at FAR 52.225-7, by virtue of the fact that the several trade agreements clauses contain the necessary language to make the BOP applicable to those end products not covered by the appropriate trade agreement. Since there are end products that may be used outside the United States, the BOP will apply to such end products from NAFTA countries (Canada and Mexico) and IFTAA (Israel) where the Government cost estimate is at \$100,000.01 - \$189,999.99. The practical effect of this is if the BAA would have applied to those end products, but for the fact that they may be used outside the U.S., the BOP will apply. Therefore:

1. End products whose Government cost estimate is \$190,000 or above, the TAA applies and the end products are exempted from the BOP.

2. End products whose Government cost estimate is at or below \$100,000.00 are exempted from the BOP.

3. End products whose Government cost estimate is \$100,000.00 - \$189,999.99, the BOP applies, except when either the U.S. Israel Free Trade Agreement or NAFTA apply.

(h) Below are the applicable BAA/TAA/BOP contract clause and solicitation provision which are currently incorporated in the RFP :

FAR 52.225-9, Buy American Act-Trade Agreements Act-Balance of Payments Program and FAR 52.225-8, Buy American Act-Trade Agreements--Balance of Payments Program Certificate.

E.3.9.1. BUY AMERICAN ACT (BAA), BALANCE OF PAYMENTS PROGRAM (BOP) AND OTHER RELATED TRADE AGREEMENTS FOR THE *SMALL BUSINESS SET-ASIDE COMPETITION* - NOTICE AND EVALUATION PROCEDURES

(a) The evaluation of the Buy American Act and other related trade agreements will be applied on an item-by-item basis. Each individual item in and of itself qualified as an end product. Individual hardware items will not be combined into a system to be evaluated as an end product. This notwithstanding, an award will be made on an all or none basis.

(b) The general rule is that the U.S. Government buys domestic products as required by the Buy American Act (BAA), 41 U.S.C. §§ 10a-10d, and as implemented by Executive Order No. 10582. The BAA accords a preference to firms offering "domestic end products" for purchase on Government supply contracts. The BAA and the Executive Order are implemented by the FAR Subpart 25.1 which requires the inclusion of clauses FAR 52.225-20 and 52.225-21. If the product proposed is a domestic end product, the BAA will not apply as described below.

(c) However, several international trade agreements have resulted in several exceptions for end products which would otherwise not be considered domestic. Among these are the statutes implementing trade agreements, such as the North American Free Trade Agreement (NAFTA) Implementation Act, U.S.-Israel Free Area Trade Agreement (IFTAA) and Balance of Payments Program. The applicability of these trade agreements is determined by determining which of the solicitation's items are end products subject to the agreements and then ascertaining the Government cost estimate for that end product, including all options. If the cost estimate for an end product is not over the threshold for the applicability of one of the agreements, then it is not subject to the agreement's exception and the requirement to acquire a domestic product will apply. However, if an end product is over the threshold for the application of one of the agreements, and is manufactured in a country which is a signatory nation to that trade agreement with the United States, the end product will be considered "domestic" for evaluation purposes. Therefore, the BAA will not apply.

(d) In order for the Buy American Act to apply to end products contained in a solicitation, it is not necessary for the clause at FAR 52.225-3 to be included in the solicitation. Indeed, by its own terms, the BAA/NAFTA/BOP clause in Section C.3, FAR 52.225-21, Buy American Act-North American Trade Agreement Implementation Act-Balance of Payments Program of the contract, applies the BAA and its price differential calculations to all end products that are not manufactured in the United States or a designated country as listed in FAR 25.401.

(e) All of the end products identified in the table entitled "CLIN Breakout" are subject to the BAA, BOP or other trade agreements acts. The acts/agreements will be applied as follows:

1. End products manufactured in designated countries below \$190,000, will be subject to the BAA provisions except when either the U.S.-Israel Free Trade Area Agreement or NAFTA apply.

2. If Israeli end products are proposed, the BAA will not apply if they are valued at \$50,000 or above. If these end products are valued below \$50,000, the BAA will apply.

3. If Canadian end products are proposed, the BAA will not apply if they are valued above \$25,000. If these end products are valued at \$25,000 or below, the BAA will apply.

4. If Mexican end products are proposed, the BAA will not apply if they are valued at \$50,000 or above. If these end products are valued below \$50,000, the BAA will apply.

(f) If the BAA applies and, after calculating the price of a proposed foreign end product using the price differentials outlined in the FAR, the foreign end product price is lower than the domestic end product price, there is no prohibition for the Government to acquire the foreign end product.

(g) Additionally, the Balance of Payments Program (BOP) described at FAR 25.3 applies to those end products whose Government cost estimate exceeds the simplified acquisition threshold (\$100,000 for IRS) but is below that for the application of the appropriate trade agreements if the end products will be used outside the United States as defined in FAR 25.101. Like the BAA, it applies without the incorporation of the clause at FAR 52.225-7, by virtue of the fact that the several trade agreements clauses contain the necessary language to make the BOP applicable to those end products not covered by the appropriate trade agreement. Since there are end products that may be used outside the United States, the BOP will apply to such end products from NAFTA countries (Canada and Mexico) and IFTAA (Israel) where the Government cost estimate is at \$100,000.01 - \$189,999.99. The practical effect of this is if the BAA would have applied to those end products, but for the fact that they may be used outside the U.S., the BOP will apply. Therefore:

1. End products whose Government cost estimate is at or below \$100,000.00 are exempted from the BOP.

2. End products whose Government cost estimate is \$100,000.00 - \$189,999.99, the BOP applies, except when either the U.S. Israel Free Trade Agreement or NAFTA apply.

(h) Below are the applicable BAA/NAFTA/BOP contract clause and solicitation provision which are currently incorporated in the RFP :

FAR 52.225-20, Buy American Act - North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate

FAR 52.225-21, Buy American-North American Free Trade Agreement Implementation Act-Balance of Payments Program.

E.3.10. TOTAL EVALUATED CONTRACT PRICE

The estimated quantities of each CLIN and sub-CLIN identified in Section B are provided for estimating purposes and are provided to take advantage of quantity discounts the offeror may provide which would be reflected in the offerors' firm fixed unit prices proposed. The evaluation will be based on 100% of the quantities listed in Section D-4 of the RFP. The offerors' proposed fixed unit prices will be multiplied by the quantities provided by the Government to arrive at a CLIN and sub-CLIN extended price. The CLIN and sub-CLIN extended prices will be adjusted for the application of the Buy American Act, Balance of Payments Program and other related trade agreement acts, as applicable. Because of the likelihood of technology enhancement (See Section C.2.11., Engineering Changes), the Government will place greater reliance on the first year proposed prices versus the second year prices. Therefore, the extended and adjusted BAA/BOP prices, will be factored with the .80 for the first year and .20 for the second year. This factored price will be referred to as the total evaluated price. The basis for contract award will be determined by:

- a. The offeror that is responsible as defined in FAR Subpart 9.1;
- b. technically acceptable proposal which meets all of the mandatory requirements of the RFP;
- c. the offeror that meets the restrictions of the BAA/TAA/BOP; and
- d. the offeror, whose total evaluated price is the lowest, reasonable, balanced price for both years.

[NOTE: The actual contract prices established within the contract shall be based on the total evaluated proposed prices minus the BAA/BOP differentials.]

E.3.11. SUBMISSION OF OFFERS AND PARTICIPATION BY COMPETING COMPANIES IN TDA-3

(a) Companies that are determined to meet the criteria to be a small business concern may submit an offer to participate as a prime contractor on only one portion for TDA-3, either the full and open portion or the small business set-aside portion. In the event the Government receives an offer from the same small business firm on both portions, its proposal in response to the full and open portion will be rejected.

(b) Companies that are a large business will be submitting an offer in response to the full and open competition. In doing so, they may not also participate as a subcontractor in a Contractor team arrangement (see FAR 9.601(b)) on the portion for the small business set-aside portion, in which they would be responsible for the manufacture, assembly, integration, or resale of CLIN end-products and their total subcontract, for the potential two-year period, would be more than 35% of the total price offered by the small business set-aside "prime contractor". In the event the Government receives an offer from a large business firm on the full and open competitive portion and the same firm is included as a team member subcontractor in an offer on the small business set-aside portion, and its total potential subcontract would exceed 35% of the total price offered, its proposal

will be rejected. Also, in the event the Government receives an offer from a small business firm on the full and open competitive portion, and the same firm is included as a team member subcontractor in an offer on the full and open competitive portion, and its total potential subcontract would exceed 35% of the total price offered, its proposal will be rejected.

(c) The purpose of these restrictions is to have the Government accrue the benefits of competition for orders between two (2) to three (3) (maximum) relatively independent contractors or teams for TDA-3 after the minimum purchase obligation on each of the contracts is met.